

04-237-CD  
DEPOSIT BANK vs. JAMES A. WILSON, et al.

2004-237-CD  
Deposit Bank vs James Wilson, Mona Wilson

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

DEPOSIT BANK, : NO. 03-237 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
: TYPE OF PLEADING: COMPLAINT  
JAMES A. WILSON and : FILED ON BEHALF OF: PLAINTIFF  
MONA R. WILSON, :  
DEFENDANTS : COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 201A  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED

FEB 19 2004

William A. Shaw  
Prothonotary

AUG 18, 2004 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. W.A. Shaw

Deputy Prothonotary

MAT 11, 2004 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. C.B.

Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

DEPOSIT BANK, : NO. 03 - C.D.  
: TYPE OF CASE: MORTGAGE  
PLAINTIFF : FORECLOSURE  
: :  
VS. : :  
: :  
JAMES A. WILSON and :  
MONA R. WILSON, :  
: :  
DEFENDANTS : :

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

DEPOSIT BANK,	:	NO. 03 - C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
VS.	:	
JAMES A. WILSON and	:	
MONA R. WILSON,	:	
DEFENDANTS	:	

**COMPLAINT**

AND NOW, comes the Plaintiff, **DEPOSIT BANK**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **DEPOSIT BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendants **JAMES A. WILSON and MONA R. WILSON**, are adult individuals with a last known address at 421 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
3. On February 1, 1994, Defendants executed and delivered to Plaintiff a Mortgage and a Note upon the premises hereinafter described, which Mortgage was recorded on February 1, 1994 in Clearfield County Deed and Record Book Volume 1584,

page 591. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

4. Said mortgage has not been assigned.

5. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on July 28, 2003, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

6. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

7. The premises subject to the Mortgage is the property located at 421 Treasure Lake, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

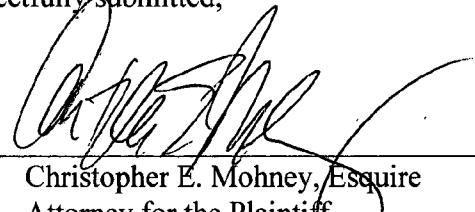
8. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

9. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Note secured thereby is:

Current Balance -	\$22,818.37
Interest payoff (as of 9/18/03) -	\$ 684.07
Late Fees -	<u>\$ 220.55</u>
TOTAL:	\$23,722.99

WHEREFORE, Plaintiff demands judgment in the amount of \$23,722.99, plus interest thereon at a per diem rate of \$4.9075 on unpaid principal balance from September 18, 2003, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **JAMES A. WILSON and MONA R. WILSON.**

Respectfully submitted,

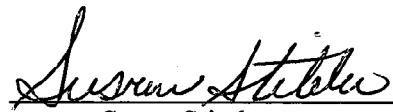
BY: 

Christopher E. Mohney, Esquire  
Attorney for the Plaintiff  
90 Beaver Drive, Suite 201A  
DuBois, PA 15801  
(814) 375-1044

**VERIFICATION**

I, SUSAN STITELER, Assistant Vice President of DEPOSIT BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

  
\_\_\_\_\_  
Susan Stiteler

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.

VOL 1584 PAGE 591



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
RECORDED & INDEXED  
TIME 1:36 pm 2-1-94  
BY Pauline Cherry  
FEES 15.50

Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 1,  
19 94. The mortgagor is James A. Wilson and Mona R. Wilson  
..... ("Borrower"). This Security Instrument is given to  
Deposit Bank, which is organized and existing under  
the laws of Pennsylvania, and whose address is 50 North Main St. P.O. Box 607 A DuBois, PA 15801. ("Lender"). Borrower owes Lender the principal  
sum of Thirty Seven Thousand Nine Hundred Eighty and 00 Dollars Dollars  
(U.S. \$ 37,980.00 1/2 Bi-Weekly). The debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which  
provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 30, 2010.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions  
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For  
this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield,  
County, Pennsylvania:

ALL that certain tract of land designated as Lot No. 15, Section No. 15, "Bimini", in the  
Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in  
the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or  
contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146,  
Page 476; all of said restrictions being covenants which run with the land.

CONTINUED on Exhibit "A" attached hereto and made a part hereof...

which has the address of Section 15, Lot 15 Treasure Lake, DuBois,  
[Street] [City]

Pennsylvania 15801, ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures  
now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and  
convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend  
generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and  
interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day  
monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may  
attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if  
any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance  
premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the  
payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an  
amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account  
under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA").  
unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not  
to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of  
expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender  
if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may  
not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless  
Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

EXHIBIT "A"

3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which were conveyed to the Mortgagors herein by deed of Michael A. Segalla and Sandra L. Segalla, husband and wife, dated January 18, 1994, and intended to be recorded herewith.

NOTICE

To comply with the Act of July 17, 1957 (52 P.S. Supp. Section 1551-1554) notice is hereby given as follows:

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND, AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government, or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20 "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

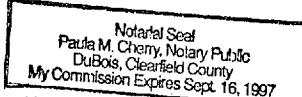
*James A. Wilson* ..... (Seal)  
James A. Wilson ..... --Borrower

*Mona R. Wilson* ..... (Seal)  
Mona R. Wilson ..... --Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 1st day of February, 19 94, before me, a Notary Public,  
the undersigned officer, personally appeared JAMES A. WILSON & MONA R. WILSON, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that they  
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires:



I hereby certify that the precise address of the within Mortgagor (Lender) is

Penn Traffic Office  
50 N. Main Street  
P.O. Box 607A  
DuBois PA 15801

Exhibit A

*Paula M. Cherry* ..... (Seal)  
Notary Public  
Title of Officer  
*Paula M. Cherry* ..... (Seal)  
Attorney for Mortgagor  
Title of Officer

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider  
 Graduated Payment Rider  
 Balloon Rider  
 Other(s) [specify] \_\_\_\_\_

Condominium Rider  
 Planned Unit Development Rider  
 Rate Improvement Rider

1-4 Family Rider  
 Biweekly Payment Rider  
 Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

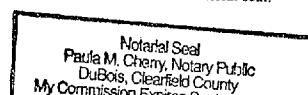
Witnesses:

*James A. Wilson* ..... (Seal)  
 James A. Wilson ..... —Borrower

*Mona R. Wilson* ..... (Seal)  
 Mona R. Wilson ..... —Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
 On this, the 1st day of February, 19 94, before me, a Notary Public,  
 the undersigned officer, personally appeared JAMES A. WILSON & MONA R. WILSON, known to me (or satisfactorily proven) to be the person(s)  
 whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.  
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
 My Commission expires:



I hereby certify that the precise address of the within Mortgagor (Lender) is

Penn Traffic Office  
 50 N. Main Street  
 P.O. Box 607A  
 DuBois, PA 15801

*Paula M. Cheney* ..... (Seal)  
 Notary Public  
 Title of Officer  
*Paula M. Cheney* ..... (Seal)  
 Attorney for Mortgagor  
 Title of Officer

Exhibit A

# NOTE

.....February 1,.....19.94.

.....DuBois.....PA.....  
[City].....[State]

.....Section 15, Lot 15, Treasure Lake, DuBois, PA, 15801.....  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 37,980.00.....(this amount is called "principal"), plus interest, to the order of the Lender.  
The Lender is Deposit Bank 50. N. Main St. P.O. Box 607 A DuBois, PA 15801

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of .8.35.....%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days ("biweekly").

I will make my biweekly payments beginning on .....February 16,.....19.94., and continuing every fourteen days thereafter. I will make these payments every fourteen days until I have paid all the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If, on .....August 30,.....2010, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my biweekly payments at .....any Deposit Bank office.....  
.....or at a different place if required by the Note Holder.

### (B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 163.00.....

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my biweekly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums this refund by reducing the principal I owe under this Note or by making a direct payment to me. The Note Holder may choose to make principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any biweekly payment by the end of .....15, calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be .....% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each biweekly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. SECURED NOTE

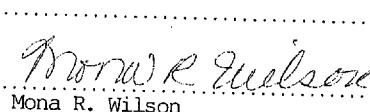
In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Witness the Hand(s) and Seal(s) of the Undersigned.

  
James A. Wilson ..... (Seal)  
Borrower

  
Mona R. Wilson ..... (Seal)  
Borrower

[Sign Original Only]

Date: July 25, 2003

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance

Agency toll free at 1-800-342-2397 (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Mona R. Wilson

PROPERTY ADDRESS: Section 15, Lot 15 Treasure Lake, Dubois, PA 15801

LOAN ACCT. NO.: 006 0601027

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE.** THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

**CONSUMER CREDIT COINSLING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: Section 15, Lot 15 Treasure Lake, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru July 24, 2003 totaling \$950.77  
Other charges (explain/itemize): Late fees of \$182.87  
TOTAL AMOUNT PAST DUE: \$1,133.64

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,133.64, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable)

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if

you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

**EFFECT OF SHERIFF'S SALE** -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** -- You X may or        may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

Date: July 25, 2003

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

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This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): James A. Wilson

PROPERTY ADDRESS: Section 15, Lot 15 Treasure Lake, PA 15801

LOAN ACCT. NO.: 006.0601027

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

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- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

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YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

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(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: Section 15, Lot 15 Treasure Lake, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru July 24, 2003 totaling \$950.77

Other charges (explain/itemize): Late fees of \$182.87

**TOTAL AMOUNT PAST DUE: \$1,133.64**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

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FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable)

**IF YOU DO NOT CURE THE DEFAULT** – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

**EFFECT OF SHERIFF'S SALE** -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** -- You X may or        may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688**

**Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118**

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Mona R. Wilson  
421 Treasure Lake  
Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X *Mona R. Wilson*

Agent  
 Addressee

**B. Received by (Printed Name)**

*Janesa Wilson*

**C. Date of Delivery**  
84-03

**D. Is delivery address different from item 1?**  Yes  
If YES, enter delivery address below:  No

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)**  Yes**2. Article Number**

(Transfer from service label)

7003 0500 0003 7573 5881

PS Form 3811, August 2001

Domestic Return Receipt

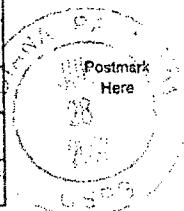
102595-02-M-15

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

*Wilson* *421 Treasure Lake* *Dubois PA* *15801* *U.S. POSTAL SERVICE*

Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.95
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

**Sent To**

Mona R. Wilson  
Street, Apt. No.:  
or PO Box No.  
City, State, ZIP+4  
Dubois PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Mina R. Wilson  
Section 15, Lot 15  
Treasure Lake  
Dubois PA 15801

## 2. Article Number

(Transfer from service)

7003 0500 0003 7573 5867

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

## 4. Restricted Delivery? (Extra Fee)

 Yes**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

X

Agent  
 Addressee

## B. Received by (Printed Name)

8-9-03

## C. Date of Delivery

D. Is delivery address different from item 1?  YesIf YES, enter delivery address below:  No

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only, No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

WILSON, Mina R. - 7573 5867

Postage	\$ .60	
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.75	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.65	

Sent To  
Street, Apt. No.  
or PO Box No.  
City, State, ZIP+4

PS Form 3800, June 2002

See reverse for instructions



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

James A. Wilson  
421 TREASURE Lake  
DUBOIS PA 15801

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

James A. Wilson

Agent  
 Address

**B. Received by (Printed Name)**

James A. Wilson

8-9-01

**C. Date of Delivery**

**D. Is delivery address different from item 1?**  Yes  
If YES, enter delivery address below:  No

**3. Service Type**

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number**

(Transfer from service label)

7003 0500 0003 7573 5874

PS Form 3811, August 2001

Domestic Return Receipt

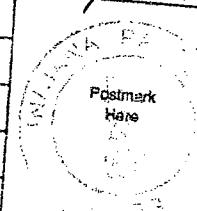
102595-02-M-15

**U.S. Postal Service**  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Wilson/PA/MC/ALB-428

Postage	\$ 0.00
Certified Fee	2.50
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To	James A. Wilson
Street, Apt. No., or PO Box No.	421 TREASURE Lake
City, State, ZIP+4	DUBOIS PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

County Parcel No. \_\_\_\_\_

## This Deed,

MADE the Eighteenth (18th) day of January,

in the year nineteen hundred and ninety-four (1994)

BETWEEN MICHAEL A. SEGALLA and SANDRA L. SEGALLA, husband and wife, of Huston  
Township, Clearfield County, Pennsylvania, GRANTORS, Parties of the First Part,

A

N

D

JAMES A. WILSON and MONA R. WILSON, husband and wife, of Sandy Township, Clearfield  
County, Pennsylvania, as Tenants by the Entireties, GRANTEEES, Parties of the Second  
Part;WITNESSETH, That in consideration of ---FORTY-TWO THOUSAND FIVE HUNDRED TWENTY-FIVE and  
00/100--- (\$42,525.00)--- Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grantALL that certain tract of land designated as Lot No. 15, Section No. 15, "Bimini",  
in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania,  
recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No.  
EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown  
or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book  
Vol. 146, Page 476; all of said restrictions being covenants which run with the  
land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer of  
Treasure Lake Property Owners Association, Inc., which lien shall run with the  
land and be an encumbrance against it.

BEING the same premises which were conveyed to Michael A. Segalla and Sandra L.  
Segalla, husband and wife, by deed of Anne Mathis, et al., dated April 27, 1992,  
and recorded in Clearfield County Deeds and Records Book Vol. 1464, Page 187.

**FILED**

O 8:56 am Feb 19 2004  
1cc & atty 2cc to dms  
FEB 19 2004

William A. Shaw  
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEPOSIT BANK

VS.

WILSON, JAMES A. & MONA R.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15204

04-237-CD

**SHERIFF RETURNS**

NOW APRIL 12, 2004 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO JAMES A. WILSON and MONA R. WILSON, DEFENDANTS. "HOUSE IS EMPTY", 421 TREASURE LAKE, DUBOIS, PA.

---

Return Costs

Cost	Description
33.62	SHERIFF HAWKINS PAID BY: PLFF CK# 89094
20.00	SURCHARGE PAID BY: PLFF CK# 89095

---

Sworn to Before Me This

12th Day Of April 2004  
Will A. Shaw

So Answers,

*Chester A. Hawkins*  
*by Marilyn Hamer*  
Chester A. Hawkins  
Sheriff

**FILED**

APR 12 2004 *gds*  
8:45 a.m.  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

DEPOSIT BANK, : NO. 04-237 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
JAMES A. WILSON and : TYPE OF PLEADING: COMPLAINT  
MONA R. WILSON, : FILED ON BEHALF OF: PLAINTIFF  
DEFENDANTS : COUNSEL OF RECORD:  
 : CHRISTOPHER E. MOHNEY, ESQUIRE  
 : SUPREME COURT NO.: 63494  
 : 90 BEAVER DRIVE, SUITE 201A  
 : DUBOIS, PA 15801  
 : (814) 375-1044

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

FEB 19 2004

Attest.

*William B. Mohney*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

DEPOSIT BANK,	:	NO. 03 - C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
JAMES A. WILSON and	:	
MONA R. WILSON,	:	
DEFENDANTS	:	

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

DEPOSIT BANK, : NO. 03 - C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
JAMES A. WILSON and :  
MONA R. WILSON, :  
DEFENDANTS :  
:

**COMPLAINT**

AND NOW, comes the Plaintiff, **DEPOSIT BANK**, who files the following  
Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **DEPOSIT BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendants **JAMES A. WILSON and MONA R. WILSON**, are adult individuals with a last known address at 421 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
3. On February 1, 1994, Defendants executed and delivered to Plaintiff a Mortgage and a Note upon the premises hereinafter described, which Mortgage was recorded on February 1, 1994 in Clearfield County Deed and Record Book Volume 1584,

page 591. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

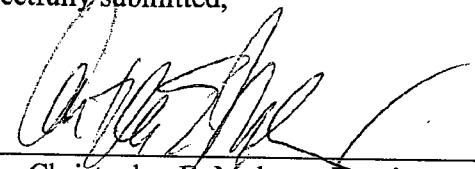
4. Said mortgage has not been assigned.
5. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on July 28, 2003, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.
6. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.
7. The premises subject to the Mortgage is the property located at 421 Treasure Lake, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.
8. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.
9. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Note secured thereby is:

Current Balance -	\$22,818.37
Interest payoff (as of 9/18/03) -	\$ 684.07
Late Fees -	<u>\$ 220.55</u>
TOTAL:	\$23,722.99

WHEREFORE, Plaintiff demands judgment in the amount of \$23,722.99, plus interest thereon at a per diem rate of \$4.9075 on unpaid principal balance from September 18, 2003, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **JAMES A. WILSON and MONA R. WILSON.**

Respectfully submitted,

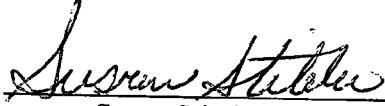
BY:

  
Christopher E. Mohney, Esquire  
Attorney for the Plaintiff  
90 Beaver Drive, Suite 201A  
DuBois, PA 15801  
(814) 375-1044

**VERIFICATION**

I, SUSAN STITELER, Assistant Vice President of DEPOSIT BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

  
\_\_\_\_\_  
Susan Stiteler

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

VOL 1584 PAGE 591

CLEARFIELD COUNTY  
ENTERED & FILED RECORD  
TIME 1:36 pm 2-1-94  
BY Paula Cherry  
FEES 15.50

Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 1,  
19 94. The mortgagor is James A. Wilson and Mona R. Wilson,  
("Borrower"). This Security Instrument is given to Deposit Bank,  
the laws of Pennsylvania, and whose address is 50 North Main St. P.O. Box 607 A DuBois, PA 15801, ("Lender"). Borrower owes Lender the principal  
sum of Thirty Seven Thousand Nine Hundred Eighty and 00 Dollars (U.S. \$ 37,980.00). The debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which  
provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 30, 2010.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions  
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For  
this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield,  
County, Pennsylvania:

ALL that certain tract of land designated as Lot No. 15, Section No. 15, "Bimini", in the  
Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in  
the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or  
contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146,  
Page 476; all of said restrictions being covenants which run with the land.

CONTINUED on Exhibit "A" attached hereto and made a part hereof...

which has the address of Section 15, Lot 15 Treasure Lake, DuBois,  
[Street] [City]

Pennsylvania 15801, ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures  
now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and  
convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend  
generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and  
interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day  
monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may  
attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if  
any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance  
premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the  
payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an  
amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account  
under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA").  
unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not  
to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of  
expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender  
if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may  
not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless  
Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

EXHIBIT "A"

3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which were conveyed to the Mortgagors herein by deed of Michael A. Segalla and Sandra L. Segalla, husband and wife, dated January 18, 1994, and intended to be recorded herewith.

N O T I C E

To comply with the Act of July 17, 1957 (52 P.S. Supp. Section 1551-1554) notice is hereby given as follows:

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND, AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20 "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*James A. Wilson*  
James A. Wilson

(Seal)  
—Borrower

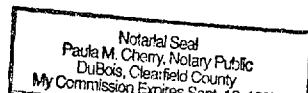
*Mona R. Wilson*  
Mona R. Wilson

(Seal)  
—Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 1st day of February, 19 94, before me, a Notary Public,  
the undersigned officer, personally appeared JAMES A. WILSON & MONA R. WILSON, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires:



I hereby certify that the precise address of the within Mortgagee (Lender) is

Penn Traffic Office  
50 N. Main Street  
P.O. Box 607A  
DuBois PA 15801

*Paula M. Cherry*  
Notary Public  
*Paula M. Cherry*  
Title of Officer  
Attorney for Mortgagee  
Title of Officer

Exhibit A

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances in Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety and environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

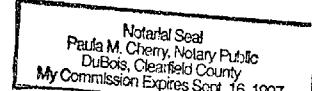
*James A. Wilson* ..... (Seal)  
James A. Wilson ..... (Seal)  
—Borrower

*Mona R. Wilson* ..... (Seal)  
Mona R. Wilson ..... (Seal)  
—Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 1st day of February, 19 94, before me, a Notary Public,  
the undersigned officer, personally appeared JAMES A. WILSON & MONA R. WILSON, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires:



I hereby certify that the precise address of the within Mortgagor (Lender) is

Penn Traffic Office  
50 N. Main Street  
P.O. Box 607A  
DuBois, PA 15801

*Paula M. Cherry* ..... (Seal)  
Notary Public  
Title of Officer  
*Paula M. Cherry* ..... (Seal)  
Title of Officer  
Attorney for Mortgagor  
Title of Officer

Exhibit A

# NOTE

.....February 1,....., 19. 94.

.....DuBois....., PA.....

[City]

[State]

.....Section 15, Lot 15, Treasure Lake, DuBois, PA.....15801.....

[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 37,980.00..... (this amount is called "principal"), plus interest, to the order of the Lender.  
The Lender is Deposit Bank 50, N. Main St. P.O. Box 607 A DuBois, PA 15801

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 8.35.....%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days ("biweekly").

I will make my biweekly payments beginning on February 16,....., 19. 94., and continuing every fourteen days thereafter. I will make these payments every fourteen days until I have paid all the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If, on August 30,....., 2010, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my biweekly payments at any Deposit Bank office..... or at a different place if required by the Note Holder.

### (B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 163.00.....

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my biweekly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any biweekly payment by the end of 15..... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.....% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each biweekly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Witness the Hand(s) and Seal(s) of the Undersigned.

  
James A. Wilson ..... (Seal)  
Borrower

  
Mona R. Wilson ..... (Seal)  
Borrower

[Sign Original Only]

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance

Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECAS.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Mona R. Wilson

PROPERTY ADDRESS: Section 15, Lot 15 Treasure Lake, DuBois, PA 15801

LOAN ACCT. NO.: 006 0601027

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

• IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,  
IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: Section 15, Lot 15 Treasure Lake, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru July 24, 2003 totaling \$950.77  
Other charges (explain/itemize): Late fees of \$182.87

TOTAL AMOUNT PAST DUE: \$1,133.64

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

HOW TO CURE THE DEFAULT - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,133.64, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.)

IF YOU DO NOT CURE THE DEFAULT - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if

you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

**EFFECT OF SHERIFF'S SALE** -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** -- You X may or        may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

· TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

· TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

· TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

· TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,

· TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

· TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

Date: July 25, 2003

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.  
Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance

Agency toll free at 1-800-342-2397 (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): James A. Wilson

PROPERTY ADDRESS: Section 15, Lot 15 Treasure Lake, PA 15801

LOAN ACCT. NO.: 006.0601027

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

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**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: Section 15, Lot 15 Treasure Lake, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru July 24, 2003 totaling \$950.77

Other charges (explain/itemize): Late fees of \$182.87

**TOTAL AMOUNT PAST DUE: \$1,133.64**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

**HOW TO CURE THE DEFAULT** - You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,133.64, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable)

**IF YOU DO NOT CURE THE DEFAULT** - If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** - The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** - The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** - If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if

you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

**EFFECT OF SHERIFF'S SALE** -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** -- You X may or        may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688**

**Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118**

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Mona R. Wilson  
421 Treasure Lake  
Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

*Mona R. Wilson*

Agent  
 Addressee

**B. Received by (Printed Name)**

*Janesa Wilson*

**C. Date of Delivery**  
84-03

**D. Is delivery address different from item 1?**  Yes  
If YES, enter delivery address below:  No

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number**

(Transfer from service label)

7003 0500 0003 7573 5881

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

*WILSON M R MAIL CERTIFIED USE*

Postage \$ .60

Certified Fee

2.30

Return Receipt Fee  
(Endorsement Required)

1.95

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees

\$4.65



7003 0500 0003 7573 5881  
Sent To: *Mona R. Wilson*  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP+4  
*421 Treasure Lake*  
*Dubois PA 15801*  
PS Form 3800, June 2002  
SEE REVERSE FOR INSTRUCTIONS

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Mona R. Wilson  
Section 15 Lot 15  
Treasure Lake  
Dubois PA 15801

2. Article Number  
(Transfer from service)

7003 0500 0003 7573 5867

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

**X**
 Agent  
 Addressee

## B. Received by (Printed Name)

C. Date of Deliver  
8-9-03D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

PS Form 3811, August 2001

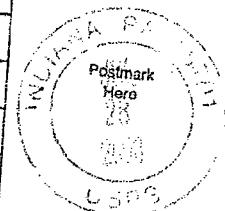
Domestic Return Receipt

102595-02-M-15

**U.S. Postal Service  
CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only, No Insurance Coverage Provided)*
For delivery information visit our website at [www.usps.com](http://www.usps.com)

Wilson, Mona R. - 7573 5867

Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To	
Mona R. Wilson Section 15, Lot 15 Treasure Lake Dubois PA 15801	
Street, Apt. No. or PO Box No.	
City, State, ZIP+4	

PS Form 3800, June 2002

Send a reversal of instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James A. Wilson  
 Section 15 Lot 15  
 Treasury Lake  
 Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X James A. Wilson  
 James A. Wilson

Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

8-4-01

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below.  No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes2. Article Number  
 (Transfer from service)

7003 0500 0003 7573 5850

PS Form 3811, August 2001

Domestic Return Receipt

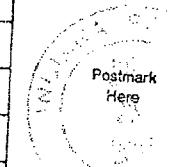
102595-02-M-15

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Wilson/Attn: Nicole C 612-4 P.O. Box

Postage	\$ 60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To	James A. Wilson Section 15 Lot 15 Treasury Lake Dubois PA 15801
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	

151 Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James A. Wilson  
421 Treasury Lake  
Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X James A. Wilson  
JAMES A. Wilson

Agent  
 Address

B. Received by (Printed Name)

JAMES A. Wilson 8-9-01

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

7003 0500 0003 7573 5874

2. Article Number  
(Transfer from service label)

Domestic Return Receipt

102595-02-M-15

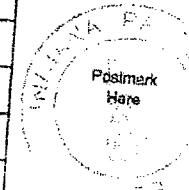
PS Form 3811, August 2001

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
*(Domestic Mail Only, No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Wilson, James A. Dubois PA

Postage	\$ .60
Certified Fee	2.20
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



Sent To	James A. Wilson
Street, Apt. No. or PO Box No.	421 Treasury Lake
City, State, ZIP+4	Dubois PA 15801

PS Form 3830, June 2002

See Reverse for Instructions

County Parcel No. \_\_\_\_\_

## This Deed,

MADE the Eighteenth (18th) day of January,  
in the year nineteen hundred and ninety-four (1994)BETWEEN MICHAEL A. SEGALLA and SANDRA L. SEGALLA, husband and wife, of Huston  
Township, Clearfield County, Pennsylvania, GRANTORS, Parties of the First Part;A  
- N  
DJAMES A. WILSON and MONA R. WILSON, husband and wife, of Sandy Township, Clearfield  
County, Pennsylvania, as Tenants by the Entireties, GRANTEEES, Parties of the Second  
Part;WITNESSETH, That in consideration of ---FORTY-TWO THOUSAND FIVE HUNDRED TWENTY-FIVE and  
00/100--- (\$42,525.00) --- Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees,ALL that certain tract of land designated as Lot No. 15, Section No. 15, "Bimini",  
in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania,  
recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 1464,

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown  
or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book  
Vol. 146, Page 476; all of said restrictions being covenants which run with the  
land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer of  
Treasure Lake Property Owners Association, Inc., which lien shall run with the  
land and be an encumbrance against it.

BEING the same premises which were conveyed to Michael A. Segalla and Sandra L.  
Segalla, husband and wife, by deed of Anne Mathis, et al., dated April 27, 1992,  
and recorded in Clearfield County Deeds and Records Book Vol. 1464, Page 187,  
on June 2, 1992.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

DEPOSIT BANK, : NO. 04-237 C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
JAMES A. WILSON and : TYPE OF PLEADING: COMPLAINT  
MONA R. WILSON, : FILED ON BEHALF OF: PLAINTIFF  
DEFENDANTS : COUNSEL OF RECORD:  
 : CHRISTOPHER E. MOHNEY, ESQUIRE  
 : SUPREME COURT NO.: 63494  
 : 90 BEAVER DRIVE, SUITE 201A  
 : DUBOIS, PA 15801  
 : (814) 375-1044

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

FEB 19 2004

Attest.

*William B. Mohney*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

DEPOSIT BANK, : NO. 03 - C.D.  
PLAINTIFF : TYPE OF CASE: MORTGAGE  
VS. : FORECLOSURE  
JAMES A. WILSON and :  
MONA R. WILSON, :  
DEFENDANTS :  
:

**NOTICE**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

DEPOSIT BANK,	:	NO. 03 - C.D.
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
VS.	:	
JAMES A. WILSON and MONA R. WILSON,	:	
DEFENDANTS	:	

**COMPLAINT**

AND NOW, comes the Plaintiff, **DEPOSIT BANK**, who files the following  
Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **DEPOSIT BANK**, is a Pennsylvania banking corporation, with a branch office place of business at 2 East Long Avenue, P.O. Box 607A, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendants **JAMES A. WILSON and MONA R. WILSON**, are adult individuals with a last known address at 421 Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801.
3. On February 1, 1994, Defendants executed and delivered to Plaintiff a Mortgage and a Note upon the premises hereinafter described, which Mortgage was recorded on February 1, 1994 in Clearfield County Deed and Record Book Volume 1584,

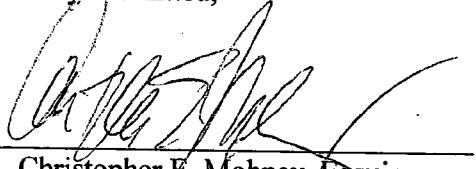
page 591. True and correct copies of the Mortgage and Note are attached hereto as Exhibits "A" and "B" respectively, and are incorporated herein by reference.

4. Said mortgage has not been assigned.
5. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on July 28, 2003, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.
6. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.
7. The premises subject to the Mortgage is the property located at 421 Treasure Lake, DuBois, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.
8. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.
9. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Note secured thereby is:

Current Balance -	\$22,818.37
Interest payoff (as of 9/18/03) -	\$ 684.07
Late Fees -	<u>\$ 220.55</u>
TOTAL:	\$23,722.99

WHEREFORE, Plaintiff demands judgment in the amount of \$23,722.99, plus interest thereon at a per diem rate of \$4.9075 on unpaid principal balance from September 18, 2003, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **JAMES A. WILSON and MONA R. WILSON.**

Respectfully submitted,

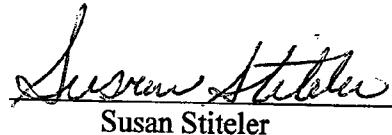
BY: 

Christopher E. Mohney, Esquire  
Attorney for the Plaintiff  
90 Beaver Drive, Suite 201A  
DuBois, PA 15801  
(814) 375-1044

VERIFICATION

I, SUSAN STITELER, Assistant Vice President of DEPOSIT BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.



Susan Stitel  
Susan Stitel

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.

VOL 1584 PAGE 591



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
RECORDED & INDEXED  
TIME 1:36 pm 2-1-94  
BY Paula Cherry  
FEES 15.50  
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 1,  
19 94. The mortgagor is James A. Wilson and Mona R. Wilson  
..... ("Borrower"). This Security Instrument is given to  
Deposit Bank, which is organized and existing under  
the laws of Pennsylvania, and whose address is  
50 North Main St. P.O. Box 607 A DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal  
sum of Thirty Seven Thousand Nine Hundred Eighty and 00 Dollars (U.S. \$ 37,980.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which  
provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 30, 2010.  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions  
and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this  
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For  
this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania;

ALL that certain tract of land designated as Lot No. 15, Section No. 15, "Bimini", in the  
Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in  
the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or  
contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146,  
Page 476; all of said restrictions being covenants which run with the land.

CONTINUED on Exhibit "A" attached hereto and made a part hereof...

which has the address of Section 15, Lot 15 Treasure Lake, DuBois,  
[Street] [City]

Pennsylvania 15801 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures  
now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the  
foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and  
convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend  
generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited  
variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and  
interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day  
monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may  
attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if  
any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance  
premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the  
payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an  
amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account  
under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"),  
unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not  
to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of  
expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender,  
if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may  
not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless  
Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

EXHIBIT "A"

3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

BEING the same premises which were conveyed to the Mortgagors herein by deed of Michael A. Segalla and Sandra L. Segalla, husband and wife, dated January 18, 1994, and intended to be recorded herewith.

N O T I C E

To comply with the Act of July 17, 1957 (52 P.S. Supp. Section 1551-1554) notice is hereby given as follows:

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND, AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

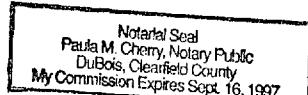
*James A. Wilson* ..... (Seal)  
James A. Wilson — Borrower

*Mona R. Wilson* ..... (Seal)  
Mona R. Wilson — Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 1st day of February, 1994, before me, a Notary Public,  
the undersigned officer, personally appeared JAMES A. WILSON & MONA R. WILSON, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires:



I hereby certify that the precise address of the within Mortgagor (Lender) is

Penn Traffic Office  
50 N. Main Street  
P.O. Box 607A  
DuBois PA 15801

*Paula M. Cherry* ..... (Seal)  
Notary Public  
Title of Officer  
*Paula M. Cherry* ..... (Seal)  
Attorney for Mortgagor  
Title of Officer

Exhibit A

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**26. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*James A. Wilson*  
James A. Wilson

..... (Seal)  
—Borrower

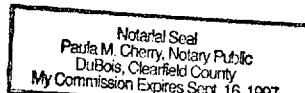
*Mona R. Wilson*  
Mona R. Wilson

..... (Seal)  
—Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
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the undersigned officer, personally appeared JAMES A. WILSON & MONA R. WILSON, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that they  
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires:



I hereby certify that the precise address of the within Mortgagee (Lender) is

Penn Traffic Office  
50 N. Main Street  
P.O. Box 607A  
DuBois PA 15801

*Paula M. Cherry*  
Notary Public  
Title of Officer  
*Paula M. Cherry*  
Attorney for Mortgagee  
Title of Officer

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<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Rate Improvement Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Other(s) [specify]		

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

*Paula McChesney* ..... James A. Wilson ..... (Seal)  
James A. Wilson  
—Borrower

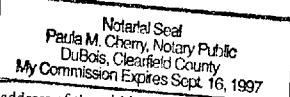
*Paula McChesney* ..... Mona R. Wilson ..... (Seal)  
Mona R. Wilson  
—Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, *Clearfield* County ss:  
On this, the 1st day of February, 19 94, before me, a Notary Public,  
the undersigned officer, personally appeared JAMES A. WILSON & MONA R. WILSON, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:



I hereby certify that the precise address of the within Mortgagee (Lender) is

Peinn Traffic Office  
50 N. Main Street  
P.O. Box 607A  
DuBois, PA 15801

Exhibit A

*Paula McChesney* ..... Notary Public  
Title of Officer  
*Paula McChesney* ..... Attorney for Mortgagee  
Title of Officer

# NOTE

....February 1,....., 19.94.

...DuBois....., ..PA.....  
[City] [State]

Section 15, Lot 15, Treasure Lake, DuBois, PA 15801  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 37,980.00..... (this amount is called "principal"), plus interest, to the order of the Lender.  
The Lender is Deposit Bank 50, N. Main St. P.O. Box 607 A DuBois, PA 15801

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of .8.35.....%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days ("biweekly").

I will make my biweekly payments beginning on ....February 16,....., 19.94., and continuing every fourteen days thereafter. I will make these payments every fourteen days until I have paid all the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If, on . August 30, ..2010, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my biweekly payments at ....any. Deposit. Bank. office.....  
..... or at a different place if required by the Note Holder.

### (B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$. 163.00.....

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my biweekly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any biweekly payment by the end of ....15, calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be ....6.....% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each biweekly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. SECURED NOTE

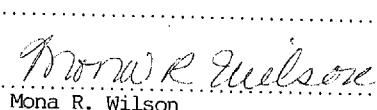
In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Witness the Hand(s) and Seal(s) of the Undersigned.

  
James A. Wilson.....(Seal)  
Borrower

  
Mona R. Wilson.....(Seal)  
Borrower

*[Sign Original Only]*

Date: July 25, 2003

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Mona R. Wilson

PROPERTY ADDRESS: Section 15, Lot 15 Treasure Lake, DuBois, PA 15801

LOAN ACCT. NO.: 006.0601027

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE.** THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: Section 15, Lot 15 Treasure Lake, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru July 24, 2003 totaling \$950.77

Other charges (explain/itemize): Late fees of \$182.87

**TOTAL AMOUNT PAST DUE: \$1,133.64**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,133.64, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable)

**IF YOU DO NOT CURE THE DEFAULT** – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if

you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

**EFFECT OF SHERIFF'S SALE** -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE** -- You X may or        may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS,
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688

**Indiana County Community  
Action Program**  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.**  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
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of Western Pennsylvania, Inc.**  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546

Date: July 25, 2003

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose.  
Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397 (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): James A. Wilson

PROPERTY ADDRESS: Section 15, Lot 15 Treasure Lake, PA 15801

LOAN ACCT. NO.: 006 0601027

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

·IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -- Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE.** The part of this notice called "HOW TO CURE YOUR MORTGAGE DEFAULT", explains how to bring your mortgage up to date.

**CONSUMER CREDIT COUNSELING AGENCIES** -- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** -- Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT** -- The MORTGAGE debt held by the above lender on your property located at: Section 15, Lot 15 Treasure Lake, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: May 1, 2003 thru July 24, 2003 totaling \$950.77

Other charges (explain/itemize): Late fees of \$182.82

TOTAL AMOUNT PAST DUE: \$1,133.64

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

**HOW TO CURE THE DEFAULT** – You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,133.64, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

FIRST COMMONWEALTH BANK  
PO BOX 400, FCP-LOWER LEVEL  
INDIANA PA 15701

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable)

**IF YOU DO NOT CURE THE DEFAULT** – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES** – The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if

you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**— It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Teri Pavlosky

**EFFECT OF SHERIFF'S SALE** -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX # (814) 539-1688**

**Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118**

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Mina R. Wilson  
421 Treasure Lake  
Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

*Mina R. Wilson*

Agent  
 Addressee

## B. Received by (Printed Name)

*Mina R. Wilson*

C. Date of Delivery  
84-03

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

## 3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

## 4. Restricted Delivery? (Extra Fee)

Yes

## 2. Article Number

(Transfer from service label)

7003 0500 0003 7573 5881

102595-02-M-15

PS Form 3811, August 2001

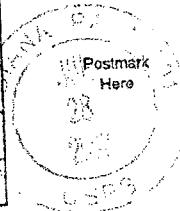
Domestic Return Receipt

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only, No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

WILSON MINA R. DUBOIS PA 15801

Postage	\$ .60
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65



7003  
Sent To: Mina R. Wilson  
Street, Apt. No.,  
or PO Box No.  
City, State, ZIP 15801  
7003 0500 0003 7573 5881

PS Form 3800, June 2002

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Mona R. Wilson  
Section 15 Lot 15  
Treasure Lake  
Dubois PA 15801

**2. Article Number  
(Transfer from service)**

7003 0500 0003 7573 5867

PS Form 3811, August 2001

102595-02-M-15

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X

Agent  
 Addressee

**B. Received by (Printed Name)**

*S-9-03*  
C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)** Yes

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only: No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

WILSON, MONA R - HUSE

7003	0500	0003	7573	5867
Postage				
\$ .60				
Certified Fee				
2.30				
Return Receipt Fee (Endorsement Required)				
1.75				
Restricted Delivery Fee (Endorsement Required)				
Total Postage & Fees				
\$ 4.65				

Postmark Here

IN LEXINGTON PA  
10-10-03  
L-103

Sent To: *Mona R. Wilson  
Section 15, Lot 15, Treasure Lake  
Dubois PA 15801*

PS Form 3800, June 2000  
See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James A. Wilson  
 Section 15 Lot 15  
 Treasury Lake  
 Dubois PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X James A. Wilson

Agent  
 Address

B. Received by (Printed Name)

James A. Wilson

C. Date of Delivery  
 8-4-01

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service)

7003 0500 0003 7573 5850

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Wilson/Attn: Nicole Coble-Pope

5850	Postage	\$ 60
7573	Certified Fee	2.30
3333	Return Receipt Fee (Endorsement Required)	1.25
0500	Restricted Delivery Fee (Endorsement Required)	
3	Total Postage & Fees	\$ 4.65



Sent To: James A. Wilson  
 Street, Apt. No.:  
 or PO Box No.: Section 15 Lot 15 Treasury Lake  
 City, State, ZIP+4: Dubois PA 15801

PS Form 3800 (Rev. 7-2000)

See Reverse for instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

James A. Wilson  
421 Treasure Lake  
Dubois PA 15801

**2. Article Number**

(Transfer from service label)

7003 0500 0003 7573 5874

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X James A. Wilson

Agent  
 Address

**B. Received by (Printed Name)**

James A. Wilson

8-4-0

**C. Date of Delivery****D. Is delivery address different from item 1?**

If YES, enter delivery address below:  Yes  
 No

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)**

Yes

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-15

5874  
7573  
0003  
0500  
7003

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)**

For delivery information visit our website at [www.usps.com](http://www.usps.com)

WILSON/James A. Wilson/PA/8-4-0

Postage	\$ .60
Certified Fee	2.00
Return Receipt Fee (Endorsement Required)	1.25
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.65

Postmark Here

Sent To  
James A. Wilson  
421 Treasure Lake  
Dubois PA 15801

See reverse for instructions

U.S. Form 3800, June 2002

WARRANTY DEED - 1994

County Parcel No. \_\_\_\_\_

## This Deed,

MADE the Eighteenth (18th) day of January \_\_\_\_\_  
in the year nineteen hundred and ninety-four (1994)

BETWEEN MICHAEL A. SEGALLA and SANDRA L. SEGALLA, husband and wife, of Huston  
Township, Clearfield County, Pennsylvania, GRANTORS, Parties of the First Party,

A  
- N  
D

JAMES A. WILSON and MONA R. WILSON, husband and wife, of Sandy Township, Clearfield  
County, Pennsylvania, as Tenants by the Entireties, GRANTEEES, Parties of the Second  
Part;

WITNESSETH, That in consideration of ---FORTY-TWO THOUSAND FIVE HUNDRED TWENTY-FIVE and  
00/100-----(\$42,525.00)-----Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees.

ALL that certain tract of land designated as Lot No. 15, Section No. 15, "Bigini",  
in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania,  
recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 23.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown  
or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book  
Vol. 146, Page 476; all of said restrictions being covenants which run with the  
land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer of  
Treasure Lake Property Owners Association, Inc., which lien shall run with the  
land and be an encumbrance against it.

BEING the same premises which were conveyed to Michael A. Segalla and Sandra L.  
Segalla, husband and wife, by deed of Anne Mathis, et al., dated April 27, 1992,  
and recorded in Clearfield County Deeds and Records Book Vol. 1464, Page 187,  
on June 2, 1992.

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK,

PLAINTIFF

VS.

JAMES A. WILSON and  
MONA R. WILSON,

DEFENDANTS

CIVIL ACTION - LAW

NO. 04 - 237 C.D.

TYPE OF CASE: MORTGAGE  
FORECLOSURE

TYPE OF PLEADING: PRAECIPE  
TO REINSTATE COMPLAINT

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:  
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

90 BEAVER DRIVE, SUITE 111-B  
DUBOIS, PA 15801  
(814) 375-1044

FILED

MAY 11 2004  
07 12:50 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

NO CUST -  
2 REINSTATE COMPLAINT  
SHAW

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW  
PLAINTIFF : NO. 04-237 C.D.  
VS. :  
JAMES A. WILSON and :  
MONA R. WILSON, :  
DEFENDANTS :  
:

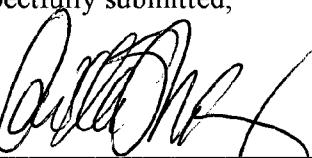
**PRAECIPE TO REINSTATE COMPLAINT**

TO: WILLIAM A. SHAW, PROTHONOTARY

Pursuant to Pa. R.C.P. No. 401(b)(1), please reinstate the Complaint in the above-captioned matter.

Respectfully submitted,

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

Supreme Court No. 63494  
90 Beaver Drive, Suite 111-B  
DuBois, PA 15801  
(814) 375-1044

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

**DEPOSIT BANK**

**VS.**

**WILSON, JAMES A. & MONA R.**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**Sheriff Docket # 15204**

**04-237-CD**

**SHERIFF RETURNS**

NOW MAY 11, 2004, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES A. WILSON & MONA R. WILSON, DEFENDANTS.

NOW JUNE 28, 2004 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "ATTEMPTED SERVICE TIME EXPIRED".

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>22.00</b>	<b>SHERIFF HAWKINS PAID BY: PLFF CK# 98093</b>
<b>20.00</b>	<b>SURCHARGE PAID BY: PLFF CK# 98094</b>
<b>22.00</b>	<b>JEFFERSON CO. SHFF. PAID BY: PLFF CK#98095</b>

---

**Sworn to Before Me This**

7 Day of July 2004

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

**So Answers,**

*Chester Hawkins  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

*for*  
**FILED** **FD**

JUL 07 2004

JUL 07 2004  
07/07/04  
William A. Shaw  
Prothonotary  
William A. Shaw  
Prothonotary

No. 04-237-CD

Now, June 28, 2004, I return the Reinstated Notice and Complaint in Mortgage Foreclosure for JAMES A. WILSON and MONA R. WILSON, Defendants, numerous attempts have been made to serve them and service time has expired.

Advance Costs Received; \$125.00  
My Costs: \$ 20.00 Paid  
Prothy: \$ 2.00  
Total Costs: \$ 22.00  
Refunded: \$103.00

Sworn and subscribed  
to before me this 2nd  
day of July 2004  
By Thomas A. Denko

My Commission Expires The  
First Monday January 2008

So Answers,

Thomas A. Denko  
JEFFERSON COUNTY, PENNSYLVANIA

Sheriff

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW  
PLAINTIFF : NO. 04 - 237 C.D.  
VS. : TYPE OF CASE: MORTGAGE  
JAMES A. WILSON and : FORECLOSURE  
MONA R. WILSON, : TYPE OF PLEADING: PRAECIPE  
DEFENDANTS : TO REINSTATE COMPLAINT  
: FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111-B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED

AUG 18 2004  
O/LI:rc  
William A. Shaw  
Prothonotary/Clerk of Courts  
w/o Clerk

2 REINSTATEMENT COMPLAINTS  
TO HATTY,

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW  
PLAINTIFF : NO. 04-237 C.D.  
VS. :  
JAMES A. WILSON and :  
MONA R. WILSON, :  
DEFENDANTS :  
:

**PRAECIPE TO REINSTATE COMPLAINT**

TO: WILLIAM A. SHAW, PROTHONOTARY

Pursuant to Pa. R.C.P. No. 401(b)(1), please reinstate the Complaint in the above-captioned matter.

Respectfully submitted,

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

Supreme Court No. 63494  
90 Beaver Drive, Suite 111-B  
DuBois, PA 15801  
(814) 375-1044

In The Court of Common Pleas of Clearfield County, Pennsylvania

DEPOSIT BANK

VS.

WILSON, JAMES A. & MONA R.

COMPLAINT IN MORTGAGE FORECLOSURE

Sheriff Docket # 15204

04-237-CD

**SHERIFF RETURNS**

NOW AUGUST 19, 2004 THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES A. WILSON and MONA R. WILSON, DEFENDANTS.

NOW SEPTEMBER 13, 2004 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES A. WILSON and MONA R. WILSON, DEFENDANTS BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON MONA R. WILSON.

---

Return Costs

Cost	Description
27.00	SHERIFF HAWKINS PAID BY: PLFF CK# 103099
20.00	SURCHARGE PAID BY: PLFF CK# 103098
75.00	JEFFERSON CO. SHFF. PAID BY; PLFF.

---

Sworn to Before Me This

29 Day Of Sept. 2004

William A. Shaw

So Answers,

Chester A. Hawkins  
by Marilyn Harris  
Chester A. Hawkins  
Sheriff

**FILED**  
*E6K*

*0 3:04 PM*

SEP 29 2004

William A. Shaw  
Prothonotary

No. 237 C.D. 2004

Personally appeared before me, Carl J. Gotwald, Sr., Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on September 13, 2004 at 7:25 o'clock P.M. served the Reinstated Notice and Complaint in Mortgage Foreclosure upon JAMES A. WILSON and MONA R. WILSON, Defendants, at 138 Main Street, PO Box 265, Borough of Falls Creek, County of Jefferson, State of Pennsylvania, by handing to Mona, personally, two true copies of the Reinstated Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received: \$175.00  
My Costs: \$ 73.00 Paid  
Prothy: \$ 2.00  
Total Costs: \$175.00

Sworn and subscribed *20th*  
to before me this *20th*  
day of *Sept* *2004*  
By *Carl J. Gotwald Sr.*  
My Commission Expires The  
First Monday January 2005

So Answers,

*Carl J. Gotwald Sr.* Deputy  
*Thomas A. Demko* Sheriff  
JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW  
PLAINTIFF : NO. 04 - 237 C.D.  
VS. : TYPE OF CASE: MORTGAGE  
JAMES A. WILSON and : FORECLOSURE  
MONA R. WILSON, : TYPE OF PLEADING: PRAECIPE  
DEFENDANTS : FOR DEFAULT JUDGMENT  
: FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111-B  
: DUBOIS, PA 15801  
: (814) 375-1044

NoCC  
**FILED** ~~10/31/2004~~ 20.00  
NOV 29 2004 Notice to Defs.  
William A. Shaw ~~Statement to~~  
Prothonotary/Clerk of Courts Atty  
j

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW  
PLAINTIFF : NO. 04-237 C.D.  
VS. :  
JAMES A. WILSON and :  
MONA R. WILSON, :  
DEFENDANTS :  
:

**PRAECIPE FOR DEFAULT JUDGMENT**

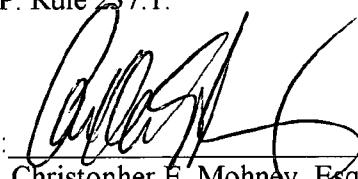
TO: WILLIAM A. SHAW, PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against  
the Defendants for failure to file an Answer to Plaintiff's Complaint within twenty days  
of service of the Complaint and assess damages as follows:

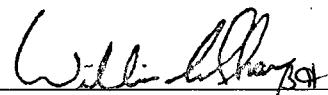
1.	Current Balance:	\$22,818.37
2.	Interest payoff:	\$ 684.07
3.	Late Fees:	\$ <u>220.55</u>
	<b>TOTAL:</b>	<b>\$23,722.99</b>

The undersigned certifies that written notice of intention to file this Praeclipe for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on October 7, 2004 as required by Pa. R.C.P. Rule 237.1.

BY:

  
Christopher E. Mohney, Esquire

NOW, this 29<sup>th</sup> day of November, 2004, damages are assessed in the amount of \$23,722.99.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW

PLAINTIFF : NO. 04-237 C.D.

VS.

JAMES A. WILSON and  
MONA R. WILSON,

DEFENDANTS

TO: JAMES A. WILSON  
138 Main Street  
P.O. Box 265  
Falls Creek, PA 15840

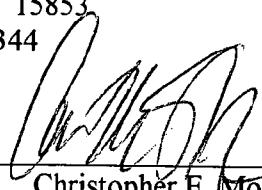
DATE OF NOTICE: October 7, 2004

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

DAVID A. FREY, PROTHONOTARY  
ELK COUNTY COURTHOUSE  
RIDGWAY, PA 15853  
(814) 776-5344

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff  
I.D. #63494  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW

PLAINTIFF : NO. 04-237 C.D.

VS.

JAMES A. WILSON and  
MONA R. WILSON,

DEFENDANTS

TO: MONA R. WILSON  
138 Main Street  
P.O. Box 265  
Falls Creek, PA 15840

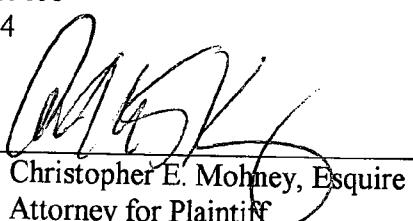
DATE OF NOTICE: October 7, 2004

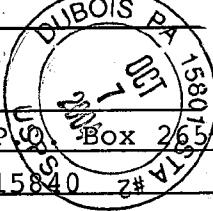
IMPORTANT NOTICE

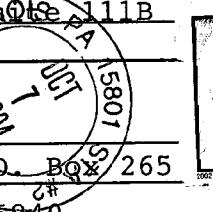
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

DAVID A. FREY, PROTHONOTARY  
ELK COUNTY COURTHOUSE  
RIDGWAY, PA 15853  
(814) 776-5344

BY:

  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff  
I.D. #63494  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801  
(814) 375-1044

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: <b>Christopher E. Mohney, Esquire</b>		
<u>90 Beaver Drive, Suite 111B</u> <u>DuBois, PA 15801</u>		
One piece of ordinary mail addressed to: <u>James A. Wilson</u> <u>138 Main Street, P.O. Box 265</u> <u>Falls Creek, PA 15840</u>		
		
<small>here in stamps for postage and Inquire of for current</small>		
<small>PS Form 3817, January 2001</small>		

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: <b>Christopher E. Mohney, Esquire</b>		
<u>90 Beaver Drive, Suite 111B</u> <u>DuBois, PA 15801</u>		
One piece of ordinary mail addressed to: <u>Mona R. Wilson</u> <u>138 Main Street, P.O. Box 265</u> <u>Falls Creek, PA 15840</u>		
		
<small>here in stamps for postage and Inquire of for current</small>		
<small>PS Form 3817, January 2001</small>		

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK,

CIVIL ACTION - LAW

PLAINTIFF

NO. 04-237 C.D.

VS.

JAMES A. WILSON and  
MONA R. WILSON,

DEFENDANTS

*COPY*

Notice is given that a JUDGMENT in the above captioned matter has been  
entered against you in the amount of \$23,722.99 on November 29, 2004.

WILLIAM A. SHAW, PROTHONOTARY

By: WA  
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

Deposit Bank  
Plaintiff(s)

No.: 2004-00237-CD

Real Debt: \$23,722.99

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James A. Wilson  
Mona R. Wilson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 29, 2004

Expires: November 29, 2009

Certified from the record this 29th day of November, 2004.

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW  
PLAINTIFF : NO. 04 - 237 C.D.  
VS. : TYPE OF CASE: MORTGAGE  
JAMES A. WILSON and : FORECLOSURE  
MONA R. WILSON, : TYPE OF PLEADING: PRAECIPE  
DEFENDANTS : FOR WRIT OF EXECUTION  
: FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: 90 BEAVER DRIVE, SUITE 111-B  
: DUBOIS, PA 15801  
: (814) 375-1044

FILED *PHF*  
*11:44 AM 2004* *Att. pd.*  
*NOV 29 2004* *ICC & Lewintz*  
*W/ prop. descr.*  
William A. Shaw  
Prothonotary/Clerk of Courts *to Shiff*

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW  
PLAINTIFF : NO. 04-237 C.D.  
VS. :  
JAMES A. WILSON and :  
MONA R. WILSON, :  
DEFENDANTS :  
.

**PRAECIPE FOR WRIT OF EXECUTION**

TO: WILLIAM A. SHAW, PROTHONOTARY

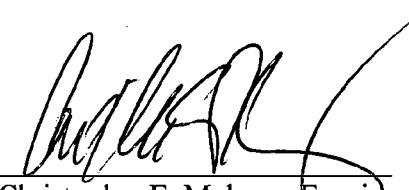
Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter; and
3. Index this Writ against the Defendants and as a Lis Pendens against real

property of the Defendants described on Schedule "A" attached hereto;

4. Amount due: \$23,722.99

5. Costs: Prothonotary costs \$ 139.00  
Total: \$ \_\_\_\_\_

BY:   
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

**SCHEDULE "A"**  
**PROPERTY DESCRIPTION**

ALL that certain tract of land designated as Lot No. 15, Section No. 15, "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW  
PLAINTIFF : NO. 04-237 C.D.  
VS. :  
JAMES A. WILSON and :  
MONA R. WILSON, :  
DEFENDANTS :  
:

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**DEPOSIT BANK**, Plaintiff in the above action, sets forth as of the date the Praecipe for Writ of Execution was filed the following information concerning the real property located in Sandy Township, Clearfield County, Pennsylvania, as described on Schedule "A" attached hereto.

1. Name and Address of Owner(s) or reputed owner(s):

<u>NAME</u>	<u>ADDRESS</u>
JAMES A. WILSON	138 Main Street P.O. Box 265 Falls Creek, PA 15840
MONA R. WILSON	138 Main Street P.O. Box 265 Falls Creek, PA 15840

2. Name and address of Defendant(s) in the judgment:

<u>NAME</u>	<u>ADDRESS</u>
JAMES A. WILSON	138 Main Street P.O. Box 265 Falls Creek, PA 15840
MONA R. WILSON	138 Main Street P.O. Box 265 Falls Creek, PA 15840

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

<u>NAME</u>	<u>ADDRESS</u>
NONE	

4. Name and address of the last recorded holder of every mortgage of record:

<u>NAME</u>	<u>ADDRESS</u>
DEPOSIT BANK	2 E. Long Avenue DuBois, PA 15801
AMERICAN GENERAL FINANCIAL SERVICES, INC.	2340 Warren Road, Suite 205 Indiana, PA 15701

5. Name and address of every other person who has any record lien on the property:

<u>NAME</u>	<u>ADDRESS</u>
CLEARFIELD COUNTY TAX CLAIM BUREAU	Clearfield County Courthouse Corner Second and Market Streets Clearfield, PA 16830

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

<u>NAME</u>	<u>ADDRESS</u>
LEE ANN COLLINS, TAX COLLECTOR	P.O. Box 252 DuBois, PA 15801

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

<u>NAME</u>	<u>ADDRESS</u>
CLEARFIELD COUNTY DOMESTIC RELATIONS	Clearfield County Courthouse Second and Market Streets Clearfield, PA 16830

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

DEPOSIT BANK

BY:   
Susan Stiteler  
Vice President of Special Assets  
Retail Dept.

DATE: \_\_\_\_\_

**SCHEDULE "A"**  
**PROPERTY DESCRIPTION**

ALL that certain tract of land designated as Lot No. 15, Section No. 15, "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW  
PLAINTIFF : NO. 04-237 C.D.  
VS. :  
JAMES A. WILSON and :  
MONA R. WILSON, :  
DEFENDANTS :  
:

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :  
:

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$23,722.99

Costs: \$ 139.00 Prothonotary costs

Total: \$ 23,861.99

BY:   
William A. Shaw, Prothonotary

DATE: 11/29/04

**SCHEDULE "A"**  
**PROPERTY DESCRIPTION**

ALL that certain tract of land designated as Lot No. 15, Section No. 15, "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

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3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK,

PLAINTIFF

VS.

JAMES A. WILSON and  
MONA R. WILSON,

DEFENDANTS

CIVIL ACTION - LAW

NO. 04 - 237 C.D.

TYPE OF CASE: MORTGAGE  
FORECLOSURE

TYPE OF PLEADING: PRAECIPE  
TO SETTLE, DISCONTINUE AND END

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:  
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

90 BEAVER DRIVE, SUITE 111-B  
DUBOIS, PA 15801  
(814) 375-1044

FILED No cc  
M 11:01 AM  
FEB 07 2005 Cert. of Disc.  
by William A. Shaw to Atty  
Prothonotary/Clerk of Courts copy to cl/A

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

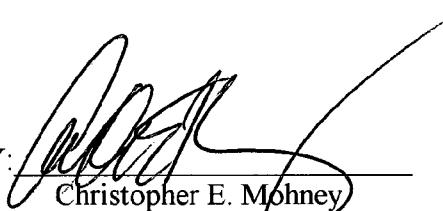
DEPOSIT BANK, : CIVIL ACTION - LAW  
PLAINTIFF : NO. 04-237 C.D.  
VS. :  
JAMES A. WILSON and :  
MONA R. WILSON, :  
DEFENDANTS :  
.

**PRAECIPE TO SETTLE, DISCONTINUE AND END**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly mark the above captioned case settled, discontinued and ended.

BY:



Christopher E. Mohney  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA  
CIVIL ACTION  
NO. 04-237 C.D.

DEPOSIT BANK,

PLAINTIFF

VS.

JAMES A. WILSON and  
MONA R. WILSON,

DEFENDANTS

PRAECIPE TO SETTLE  
DISCONTINUE AND END

FILED

FEB 07 2005

William A. Shaw  
Prothonotary/Clerk of Courts

LAW OFFICES  
**CHRISTOPHER E. MOHNEY**  
900 BEAVER DRIVE - SUITE 11B  
DUBOIS, PA 15801  
(814) 378-1044

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA**

## CIVIL DIVISION

**COPY**

## Deposit Bank

VS.

No. 2004-00237-CD

James A. Wilson and  
Mona R. Wilson

## **CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on February 7, 2005, marked:

### Settled, Discontinued and Ended

Record costs in the sum of \$139.00 have been paid in full.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 7th day of February A.D. 2005.

---

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20822  
NO: 14292004

PLAINTIFF: DEPOSTI BANK  
VS.  
DEFENDANT: JAMES A. WILSON AND MONA R. WILSON  
Execution REAL ESTATE

04-237-CD

**SHERIFF RETURN**

DATE RECEIVED WRIT: 11/29/2004

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 8/25/2008

DATE DEED FILED NOT SOLD

**FILED**

0/2:00 LM  
AUG 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

@ SERVED JAMES A. WILSON

DOCKET ONLY CASE SETTLED AND DISCONTINUED BEFORE ENTERED ON SYSTEM.

@ SERVED MONA R. WILSON

DOCKET ONLY CASE SETTLED AND DISCONTINUED BEFORE ENTERED ON SYSTEM.

@ SERVED

NOW, FEBRUARY 4, 2005 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO SETTLE, DISCONTINUE AND END THE CASE.

@ SERVED

NOW, AUGUST 25, 2008 RETURN WRIT AS DOCKETED ONLY. CHECKS RETURNED VOIDED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20822  
NO: 11292004

PLAINTIFF: DEPOSTI BANK

VS.

DEFENDANT: JAMES A. WILSON AND MONA R. WILSON

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS

SURCHARGE

PAID BY

So Answers,

*Chester A. Hawkins*  
By *Amber Butten-Augustine*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

DEPOSIT BANK, : CIVIL ACTION - LAW  
PLAINTIFF : NO. 04-237 C.D.  
VS. :  
JAMES A. WILSON and :  
MONA R. WILSON, :  
DEFENDANTS :  
.

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :  
:

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$23,722.99

Costs: \$ 139.00 Prothonotary costs

Total: \$                   

BY: William A. Shaw  
William A. Shaw, Prothonotary

DATE: 11/29/04

Received this writ this 29th day  
of November A.D. 2004  
At 3:00 A.M./P.M.

Chester A. Hauke  
Sheriff by Cynthia Babb-Angel

**SCHEDULE "A"**  
**PROPERTY DESCRIPTION**

ALL that certain tract of land designated as Lot No. 15, Section No. 15, "Bimini" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declarations of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.

copy



**CHRISTOPHER E. MOHNEY**  
ATTORNEY AT LAW

90 Beaver Drive • Suite 111B • DuBois, PA 15801

Telephone: (814) 375-1044

Facsimile: (814) 375-1088

February 4, 2005

William Shaw, Prothonotary  
Clearfield County Courthouse  
Corner Second and Market Streets  
Clearfield, PA 16830

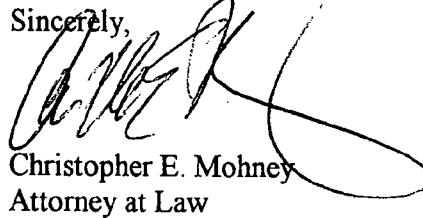
RE: Deposit Bank vs. James A. Wilson and Mona R. Wilson  
No. 04-237 C.D.

Dear Mr. Shaw:

Please file the enclosed Praeclipe to mark the above matter settled, discontinued and ended.

Should you have any questions, or require anything further, please contact me.

Sincerely,

  
Christopher E. Mohney  
Attorney at Law

CEM:lle  
Enclosure

cc: Cynthia Butler Aughenbaugh (w/encl)